



ace usa

Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 018

Effective: July 1, 2009

Policy Year From: July 1, 2009

To: July 1, 2010

Company Name: ACE American Insurance Company

Premium: ☐ Included ☒ \$ _____

Due When Coverage Begins:

**INTERNATIONAL ADVANTAGE
COMMERCIAL INSURANCE RENEWAL DECLARATION**

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>	<u>PREMIUM</u>
COMMERCIAL GENERAL LIABILITY COVERAGE	\$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$10,000	each "occurrence" products/completed operations aggregate personal & advertising injury aggregate premises damage limit (each "occurrence") medical expense limit (any one person)
CONTINGENT AUTOMOBILE LIABILITY COVERAGE	\$1,000,000	each "accident"
HIRED AUTO PHYSICAL DAMAGE	\$25,000 \$25,000	each one "accident" each one Policy Period
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT	\$1,000,000 \$1,000,000	each claim annual aggregate
EMPLOYERS RESPONSIBILITY		
I. BENEFITS FOR VOLUNTARY COMPENSATION		
North Americans:	STATE OF HIRE	
Third Country Nationals:	COUNTRY OF ORIGIN	
Local Nationals:	COUNTRY OF ORIGIN	
II. EXECUTIVE ASSISTANCE SERVICES	\$1,000,000	policy limit for Medical Assistance Services
EMPLOYERS LIABILITY		
BODILY INJURY BY ACCIDENT	\$1,000,000	each accident
BODILY INJURY BY DISEASE	\$1,000,000	each employee
including by "endemic disease"		
BODILY INJURY BY DISEASE	\$1,000,000	policy limit
including by "endemic disease"		
AD&D	NOT COVERED	
EMPLOYEE DISHONESTY	NOT COVERED	
COMMERCIAL PROPERTY	NOT COVERED	
CARGO	NOT COVERED	"personal property" in transit
K&E	NOT COVERED	per cause of loss

TOTAL PREMIUM \$10,200

TOTAL MINIMUM EARNED PREMIUM: \$2,500

PREMIUM AUDIT DOES NOT APPLY

All other terms and conditions remain unchanged

Not valid unless countersigned by a duly authorized representative

Willis of Seattle Inc

505 5th Avenue South
Suite 200
Seattle, WA 98104



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Declarations Effective: July 1, 2008

Company Name: ACE American Insurance Company

EMPLOYERS RESPONSIBILITY COVERAGES DECLARATIONS

I. BENEFITS FOR VOLUNTARY COMPENSATION

North Americans	: STATE OF HIRE
Third Country Nationals	: COUNTRY OF ORIGIN
Local Nationals	: COUNTRY OF ORIGIN

II. EXECUTIVE ASSISTANCE SERVICES

\$ 1,000,000 policy limit for Medical Assistance Services

III. EMPLOYERS LIABILITY

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease			
including by "endemic disease"	\$	1,000,000	each employee
Bodily Injury by Disease			
including by "endemic disease"	\$	1,000,000	policy limit

In jurisdictions where we may be prevented by law or otherwise from paying on your behalf or defending you, we will:

1. indemnify you for those sums you become legally obligated to pay as damages to which this insurance applies; and
2. pay the cost of your defense and aid and manage such defense.

Coverage Territory for Employers Responsibility Coverages

This insurance applies

1. to claims you make for "voluntary compensation" and repatriation for employees of your workplaces included below;
2. to claims or suits for damages for employers liability brought against you by employees of your workplaces included below;
3. to assistance rendered to employees of your workplaces included below, when traveling 100 miles or more from home, and to "expatriate employees" without limitation of travel distance:

ANYWHERE IN THE WORLD

but excludes:

1. the United States of America (including its territories and possessions) and Puerto Rico
2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 016

Effective: July 1, 2008

Policy Year From: July 1, 2008

To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ _____ Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - VOLUNTARY COMPENSATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYERS RESPONSIBILITY COVERAGES

- A. It is agreed that those policy sections titled **VOLUNTARY COMPENSATION COVERAGE** and **WE WILL PAY BENEFITS** are deleted and replaced by the following:

VOLUNTARY COMPENSATION COVERAGE

"Voluntary Compensation" coverage applies to any claim for bodily injury by accident, bodily injury by disease or bodily injury by "endemic disease" whether or not it is subject to or governed by any "workers' compensation law". This bodily injury must be injury to your "employee" and must arise out of and in the course of employment by you. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the Policy Period.
2. Bodily injury by disease must be caused or aggravated by the conditions of employment by you. The "employee's" last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.
3. Bodily injury by "endemic disease" must be caused by disease, which your "employee" may reasonably be thought to have contracted by being in a place as a result of employment by you. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of exposure to the conditions causing or aggravating such bodily injury by "endemic disease" must occur during the Policy Period.

We will adjust the claim with the "employee" by applying the "workers' compensation law" of the "state" or "country of origin" that applies. The "state" or "country of origin" must be shown in the Declarations. The workplace of the "employee" must be within the "coverage territory." In the event an "employee" seeks and/or receives Workers' Compensation benefits, our obligation to pay "Voluntary Compensation" to such "employee" under this policy ends.

We Will Pay Benefits

We will pay promptly the benefits which would be required of you by the "workers compensation law" of the "state" you choose when making the claim. The "state" you choose must be one which is shown in the Declarations for the following:

1. North Americans means "employees" who are citizens or "legal permanent residents" of the United States (including its territories and possessions), Puerto Rico or Canada.
2. Third Country Nationals means "employees" who are neither citizens nor "permanent residents" of the country of their workplace and who are not described as "North Americans."
3. Local Nationals means "employees" who are citizens or "permanent residents" of the country of their workplace, but who are not described as "North Americans."

If "State of Hire" appears after the words "North Americans" in the Declarations for Voluntary Compensation, then with respect to employees for whom you wish to provide the benefits of a "state" of the United States of America (including its territories and possessions), or Puerto Rico, but who were not hired in any of those places, the benefits will be:

1. those of the "state" which you agreed with the employee prior to the accident or the discovery of the disease; or
2. if no "state" was agreed with the employee prior to the accident or the discovery of the disease, the benefits of the specific "state" shown in the Declaration for "North Americans" as an alternative to the "state of hire", or
3. if no "state" was agreed with the employee prior to the accident or the discovery of the disease, and no specific "state" is shown above for "North Americans", the benefits of the "state" shown in the address of the insured on the first page of the Declarations for this policy.

If your "employee" files a claim for workers' compensation benefits under one of the "states" shown in the Declarations, you are solely responsible for the proper administration and handling of such claim. Upon receipt of satisfactory proof of payment, we will reimburse you, or someone on your behalf, for all payments that you, or someone on your behalf, has made in connection with such claim; however, we will not reimburse you or any other person or entity for payments voluntarily made, or for payments made in whole or in part, as a result of improper or inadequate claim handling or defense.

- B. The following are added to the section titled "DEFINITIONS - ALL COVERAGES" of the Employers Responsibility Coverages form:

Legal Permanent Residents

means "employees" who are not citizens or nationals of the United States, who legally and permanently reside in the United States.

Permanent Residents

means "employees" who are not citizens of the country of their workplace and who permanently reside in the country of their workplace.

All other terms and conditions remain unchanged.



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EMPLOYERS RESPONSIBILITY COVERAGES WITH EXECUTIVE ASSISTANCE

THIS INSURANCE MAY NOT BE OFFERED IN SATISFACTION OF THE INSURANCE REQUIREMENTS OF ANY "WORKERS COMPENSATION LAW" ANYWHERE.

VOLUNTARY COMPENSATION COVERAGE

"Voluntary compensation" coverage applies when you make a claim for bodily injury by accident, bodily injury by disease, or bodily injury by "endemic disease." The bodily injury must be injury to your "employee" and must arise out of and in the course of employment by you. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the Policy Period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.
3. Bodily injury by "endemic disease" must be caused by disease which your "employee" may reasonably be thought to have contracted by being in a place as a result of your employment. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

We will adjust the claim with the "employee" by applying the "workers compensation law" of the "state" you choose when you make the claim. The "state" whose law you choose must be one which is shown in the Declarations. The workplace of the "employee" must be within the "coverage territory."

We Will Pay Benefits

We will pay promptly the benefits which would be required of you by the "workers compensation law" of the "state" you choose when making the claim. The "state" you choose must be one which is shown in the Declarations for the following:

1. North Americans, meaning "employees" who are citizens or legal permanent residents of the United States (including its territories and possessions), and Puerto Rico;
2. Third Country Nationals, meaning "employees" who are not citizens of the country of their workplace and who are not described in 1. above; and
3. Local Nationals, meaning "employees" while traveling outside the country of their workplace and who are citizens of the country of their workplace but who are not described in 1. above.

If "State of Hire" appears after the words "North Americans:" in the Declarations for Voluntary Compensation, then with respect to "employees" for whom you wish to provide the benefits of a "state" of the United States of America (including its territories and possessions), or Puerto Rico, but who were not hired in any of those places, the benefits will be:

1. those of the "state" to which you agreed with the "employee" prior to the accident or the discovery of the disease; or

2. if no "state" was agreed with the "employee" prior to the accident or the discovery of the disease, the benefits of the specific "state" shown in the Declarations for "North Americans" as an alternative to "state of hire", or
3. if no "state" was agreed with the "employee" prior to the accident or the discovery of the disease, and no specific "state" is shown above for "North Americans", the benefits of the "state" shown in the address of the insured on the first page of the Declarations for this policy.

Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the "workers compensation law," including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an "employee" in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any "employee" in violation of the "workers compensation law."

If we make any payments in excess of the benefits regularly provided by the "workers compensation law" on your behalf, you will reimburse us promptly.

Before We Pay

Before we pay benefits to the persons for whom you have made claims, they must:

1. Release you and us, in writing, of all responsibility for the injury or death, if we so request;
2. Transfer to us their right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons for whom you have made claims under this coverage fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons who receive the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

EXECUTIVE ASSISTANCE SERVICES

When an "employee" that is covered under this coverage part becomes injured or ill while travelling on your business within the "coverage territory," Executive Assistance Services are available. We will provide your "employee", subject to the Limits of Insurance shown in the Declarations under II. Executive Assistance Services, Medical Assistance Services with the services listed below.

Executive Assistance Services are Medical Assistance, Personal Assistance, Travel Assistance and Security Assistance as described herein.

Executive Assistance is serviced by Worldwide Assistance (WA), a third party provider of the Medical, Personal and Travel Assistance services described in this section.

Control Risks Group (CRG), a third party provider, services Security Assistance Services.

Executive Assistance Services are available to "you," your "expatriate employees" and "employees" engaged in "temporary travel," including their accompanying spouse, child(ren) or other companion(s) engaged in "temporary travel." For Executive Assistance Services, the definition of "employee" is extended to include accompanying spouse, child(ren) or other companion(s). "Employees" may contact Worldwide Assistance at any hour on any day.

For Executive Assistance Services, Temporary Travel includes personal travel, but only if such personal travel does not exceed a total of fourteen consecutive days, and is incidental to travel on your business, outside of the country of an "employee's" workplace.

Worldwide Assistance is staffed with trained multi-lingual personnel, including doctors on round-the-clock call for emergency medical consultation and assistance as described in these Executive Assistance Services. This center handles requests for referrals to English-speaking doctors, and specialists, as well as all aspects of coordinating an emergency medical evacuation.

We will give you service cards for your policy that includes Executive Assistance Services. The service cards will explain how to reach Worldwide Assistance. It is your responsibility to distribute the service cards and descriptions to your "employees" who may require assistance services. You may ask us for additional cards as you may require.

Medical Assistance Services

We will not pay more for all Medical Assistance Services expense in any one policy year than the amount shown in the Declarations as the policy limit for Medical Assistance Services, regardless of the number of "employees" to whom services were rendered. If we incur expenses for Medical Assistance Services in any one policy year in excess of the policy limit, you agree to reimburse us or our designee for the amount in excess of the policy limit.

All services and payments must be arranged and pre-approved by Worldwide Assistance. Evacuations/Repatriations must be ordered by a legally licensed physician and approved by a Worldwide Assistance designated physician to certify that the severity of the "employees" injury or sickness warrants an emergency evacuation/repatriation. All transportation arrangements must be by the most direct and economical route possible. In the event you are seriously ill or injured and cannot call, you must contact Worldwide Assistance as soon as you are able.

Hospital Admission Deposit

We will either guarantee the payment of or wire any required emergency hospital admission deposit up to US\$10,000. You or your "employee" will repay any such deposit to us within 45 days (without interest). If you fail to repay to us such deposit in the time allowed or we are required to pay on our guarantee, then such money becomes a service rendered, and we have the additional rights set out under the heading "Transfer of Rights of Recovery against Others to Us."

Medical Monitoring

Worldwide Assistance will monitor the "employee's" condition when hospitalized abroad and will use best efforts to report regularly the "employee's" condition to a person designated by the "employee."

Dispatch of a Doctor or Specialist

When Worldwide Assistance determines, based on information available to them, that an "employee's" condition cannot be adequately assessed to evaluate the need for evacuation, Worldwide Assistance will dispatch a doctor or specialist to the "employee's" location. We will pay the cost of the doctor's or specialist's travel to the "employee's" location, but we will not pay the cost of any medical services rendered by the doctor or specialist at the location. Medical Expenses are not covered by Executive Assistance and should be submitted to the health carrier, or if work related, submitted to the Workers' Compensation carrier, or similar carrier.

Emergency Medical Evacuation

When Worldwide Assistance determines adequate medical facilities are not available locally, we will arrange and pay for emergency medical evacuation under medical supervision, if necessary, to the nearest location with adequate facilities. Our obligation is limited to the limits of liability shown in the declarations page.

Worldwide Assistance will arrange and we will pay the cost of one family member or other traveling companion to continue to accompany the "employee" during evacuation, if it is reasonably possible for that person to accompany the "employee". Our obligation is limited to the cost of the airfare, and an incidental expense maximum of \$300. per day, and \$5,000 Maximum for any one occurrence.

"Employee" and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during emergency evacuation.

Repatriation

If Worldwide Assistance determines, based on information available to them, that it is medically necessary to repatriate the "employee" to a facility which is in the country of residence of the "employee" or a location in the country of which the "employee" is a citizen, following stabilization, we will arrange and will pay for repatriation under medical supervision, if necessary.

Worldwide Assistance will arrange and we will pay the cost of one family member or other traveling companion to continue to accompany the "employee" during repatriation, if it is reasonably possible for that person to accompany the "employee". Our obligation is limited to the cost of the airfare, and an incidental travel expense of a maximum of \$300. per day, and Maximum for any one occurrence of \$5,000.

"Employee" and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during repatriation.

Our obligation is limited to the provision of one (1) repatriation attributable to any single medical condition of an "employee."

Repatriation of Mortal Remains

In the event of an "employee's" death while traveling, Worldwide Assistance will render every assistance possible to obtain necessary clearances and arrange for the return of the mortal remains in an appropriate transportation container to a location which is consistent with the known reasonable wishes of the "employee" or of the "employee's" family. We will pay reasonable expenses associated with such return, including the cost of embalming to meet any applicable requirements.

We will also pay the cost of one family member or other traveling companion to continue to accompany the mortal remains of the deceased "employee" during repatriation, if it is reasonably possible for that person to accompany the remains. Our obligation is limited to the cost of the airfare,

and an incidental travel expense of a maximum of \$300. per day, and a Maximum for any one occurrence of \$5,000.

Personal Assistance

Pre-Trip Medical Referral Information

Worldwide Assistance will provide pre-trip referral information to "employees" regarding countries and regions to be visited, including local multi-lingual doctors and/or addresses and phone numbers for hospitals.

Emergency Medication

Should an "employee" require prescription medication that is not available locally, Worldwide Assistance will make arrangements for the transportation of such medication, when possible and legally permissible, to the "employee" upon the request of the prescribing physician. The "employee" is responsible for the cost of medication and the transportation.

Embassy and Consular Information

Worldwide Assistance will provide "employees" with contact information for embassies and consulates worldwide.

Lost Document Assistance

Worldwide Assistance will assist with obtaining replacements if an "employee" loses important travel documents while traveling, including passport and credit cards. We will not pay the cost of obtaining such replacements.

Emergency Message Transmission

Worldwide Assistance will make reasonable efforts to receive and transmit emergency messages for an "employee" to one family member and/or employer.

Emergency Cash Advance

We will, whenever possible, provide "employees" with a cash advance of up to \$1000 in local currency for emergencies. You or your "employee" will repay any such emergency cash advance to us within 45 days (without interest). If you or your "employee" fail to repay to us such advance, then such money becomes a service rendered, and we have the additional rights set out under the heading "Transfer of Rights of Recovery against Others to Us."

Legal Access

Worldwide Assistance will provide "employees" with an introduction to local attorneys. Assistance will also be provided in obtaining bail bonds in those areas where such bonds are customarily issued. "Employee" is responsible for contracted legal fees.

Translations & Interpreters

Worldwide Assistance will provide personal emergency translation services, as well as referrals to interpreter services. When personal presence or other customized interpreter services are required, the "employee" will be responsible to pay locally the cost of such interpreter services.

Benefits Verification and Claims Assistance

and an incidental travel expense of a maximum of \$300. per day, and a Maximum for any one occurrence of \$5,000.

Personal Assistance

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Translations & Interpreters

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Benefits Verification and Claims Assistance

Worldwide Assistance will assist "employees" in verifying their medical insurance benefits when hospitalized overseas and we will assist in coordinating overseas claims procedures with their health insurance and any applicable workers compensation insurance and as you direct.

Travel Assistance

Emergency Family Travel Arrangements

Worldwide Assistance will coordinate emergency travel arrangements for family members who need to join a hospitalized "employee", or to accompany the mortal remains of a deceased "employee". The costs of travel services are the responsibility of the traveler(s).

Return of Traveling Companion/Dependents

When Worldwide Assistance hospitalizes or evacuates an "employee" and a traveling companion's air ticket is no longer usable, Worldwide Assistance will arrange, but not pay the cost of, one way air transportation for the companion to the original departure point, or to their place of residence.

At the request of the "employee", Worldwide Assistance will arrange, but not pay the cost of qualified attendants to accompany the return of traveling companions/dependents.

Return of Vehicle

In the event of an "employee's" hospitalization or medical evacuation, Worldwide Assistance will arrange, but not pay the cost, to have the "employee's" unattended vehicle returned to the rental agency or the "employee's" current principal residence.

SECURITY ASSISTANCE

Travel Security Information

We will provide an "employee" with access through the Internet to CRG'S CityBrief™ (CR24™). CR24™ is designed to provide travelers with city specific information in an executive summary format regarding the risks posed by crime, terrorism and civil unrest in cities throughout the world.

Security Crisis Center

We will provide an "employee" with access to a Security Consultant at (CR24™) Security and Incident Management Support Services, which can provide an oral briefing on the available information regarding the threats posed in a particular city or country by criminal or terrorist activities or political and civil unrest and other factors affecting travel in cities throughout the world.

CR-24 Services™

In response to a request by an "employee," (CR24™) will arrange, but not pay the cost of, evacuation of an "employee" whose personal security is threatened by any political instability or civil unrest to a safe location at the earliest reasonable possible time. In the event that evacuation is not reasonably possible for any reason, regular contact can be maintained with the employee through (CR24™) until the threat to the personal security of the "employee" is abated or the evacuation of the "employee" is reasonably possible.

Crises Management Planning

Through an arrangement with (CR24™), we will arrange, but not pay for, evacuation contingency

planning for intended travel locations. Evacuation contingency planning consists of an on-site evaluation and recommendations for evacuating the "employee" in the event of an emergency or crisis situation which poses an imminent threat to the personal security of the "employee."

Exclusions

We will not be responsible for the cost of services arising from:

Service provided outside the policy period; if, before the end of the policy period, we have begun to assist an "employee" with any of the services described under the heading "Medical Assistance Services," we will continue to provide those services for up to seven days from the end of the policy period;

Services rendered without our authorization and/or intervention; but we will pay the cost, if any, which we estimate we would have incurred to provide evacuation and/or repatriation to any "employee" who obtained such services without our authorization and/or intervention.

Services provided for which no charge is normally made;

Expenses incurred if the original or ancillary purpose of the "employee's" trip is to obtain medical treatment;

Intentionally self-inflicted injuries, suicide or any attempt thereof, regardless of mental condition;

Service in the Armed Forces of any country;

Use of any drug unless prescribed by a physician;

The commission of or attempt to commit an unlawful act;

Routine or minor medical problems, tests and exams related to pregnancy;

Transportation for an "employee's" vehicle involving intercontinental and/or marine transportation;

No services shall be available for any "employee" if such services are required as a result of:

1. Mild lesions, simple fractures, or mild sickness, which can be treated by local doctors and do not prevent the "employee" from continuing his/her trip or returning home;
2. Pregnancies except in case of major, vital complication for mother and/or baby; and
3. Services for which request is made after we have paid the policy limit or incurred expenses which exceed the policy limit

Conditions

Errors and Omissions

We are not liable for any act or omission by a local doctor or attorney who is not our employee nor the employee of a third party provider of the assistance services described in this section of the policy.

We cannot be held responsible for failure to provide, or for delay in providing, services when such failure or delay is caused by conditions beyond our control, including but not limited to flight conditions, strike, riot, civil commotion, war or uprising, or where rendering of service is prohibited by local laws or regulations.

Transfer of Rights of Recovery against Others to Us

If you or the "employee" to whom we render assistance have any rights to recover all or any part of the cost of services rendered under this coverage part from any other people or organization, including rights to recover under any "workers compensation law," health plan or insurance policies, we are entitled to an assignment of those rights to the extent of our benefit payments. You and your "employee" shall transfer those rights to us and cooperate with us as may be necessary to enforce such rights. You and your "employee" agree to sign any papers, deliver them to us, and do anything else that we may reasonably require to help us pursue such rights.

Suits Against Us

You agree not to bring suit against us unless you have complied with all the terms of this policy. Any such suit must be brought within two years after assistance services are rendered.

No person or organization has any right to bring us into any action to determine your liability.

Return to Work

You have the responsibility for the decision of whether or not an "employee" returns to work. You are responsible for obtaining any medical releases to determine "employee's" suitability to travel or not, or to resume work or not. The decision and the results thereof are solely the responsibility of the "employee," you, and/or the "employee's" attending physician. We are not involved in such decisions.

Services Not Covered

You agree to reimburse us or our designee for services rendered on your behalf which are not covered in this policy, when such services are requested or approved by a corporate officer whose name you have given us to contact, or when such services are provided in good faith to any "employee" not covered by reason of cancellation of this policy or coverage.

CONTINGENT EMPLOYERS LIABILITY COVERAGE

We will pay all sums you legally must pay as damages because of bodily injury to your "employees," provided the bodily injury is covered by this Contingent Employers Liability Coverage

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
2. for care and loss of services;
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured "employee"; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured "employee's" employment by you; and
4. because of bodily injury to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

How This Insurance Applies

This employers liability insurance applies to bodily injury by accident, bodily injury by disease and bodily injury by "endemic disease." Bodily injury includes resulting death. The bodily injury must arise out of and in the course of the injured "employee's" employment by you. The workplace of the

"employee" must be within the "coverage territory."

1. Bodily injury by accident must occur during the Policy Period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.
3. Bodily injury by "endemic disease" must be caused by disease which your "employee" may reasonably be thought to have contracted by being in a place as a result of your employment. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an "employee" employed in violation of law;
3. bodily injury to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. damages arising out of the discharge of, coercion of, or discrimination against any "employee" in violation of law.
7. bodily injury sustained by any:
 - a. master or crew member of any vessel or of the flying crew of any aircraft;
 - b. "employee" in the course of any employment subject to United States Government workers compensation laws, including Jones Act, Longshoremen and Harbor Workers Compensation Act, Defense Base Act, or War Hazards Compensation Act or any amendment or replacement of those Acts.

Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Declarations. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more "employees" in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease including by endemic disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease including by "endemic disease," regardless of the number of "employees" who sustain bodily injury by disease. The limit shown for "bodily injury by disease including by endemic disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one "employee."

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

EXCLUSION - ALL COVERAGES

War

This insurance does not cover loss arising out of war, whether or not declared, invasions, insurrection, rebellion, hostilities, revolution or usurped power.

CONDITIONS - ALL COVERAGES

Premium Basis

Premiums for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll, allowances relating to expatriate employment and all other remuneration paid or payable during the Policy Period for the services of:

1. all your officers and "employees" engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis.

You will allocate reported remuneration or other premium basis between categories for North Americans, Third Country Nationals, and Local Nationals or such other categories as you and we may agree.

Final Premium

The premium shown in the Declarations is an estimate. The final premium for each period of this policy will be determined after the end of such period by using the actual, not the estimated, premium basis and the classifications and rates that apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you.

If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.

Long Term Policy

If the Policy Period is longer than one year and sixteen days, all provisions of this coverage form will apply as though a new policy were issued on each annual anniversary that this policy is in force.

Who is Insured

You are insured if you are an employer shown as a Named Insured in the Declarations. If you are designated in the Declarations as a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's "employees."

We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for "voluntary compensation" benefits, for repatriation, or for damages for employers liability payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

Your Duties If Injury Occurs

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the "workers compensation law."
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

Other Insurance

For "Voluntary Compensation" Coverage, the insurance under this policy is "primary."

For Employers Liability Coverage and Executive Assistance Services, this policy is "contingent."

If there is other insurance or assistance service which is on the same "contingent" or "primary" basis as this insurance, we will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

DEFINITIONS - ALL COVERAGES

Contingent

means insurance, including contracts for assistance services, issued to apply to claims, "suits" or requests for assistance services, brought outside the country in which the insurance was issued. "Contingent" insurance takes the place of "primary" insurance when the "insured" has no "primary" insurance coverage which applies.

"Contingent" insurance will pay only the amount by which its limit exceeds the limits of any "primary" insurance, including "primary" insurance issued on an excess basis, which applies.

When this insurance is "contingent," we have no duty to defend unless

1. the amount of the claim or "suit" exceeds the limits of the "primary" insurance which applies, or
2. no "primary" insurance coverage applies.

Coverage territory

means the Coverage Territory for Employers Responsibility Coverages shown in the Declarations.

Endemic disease

means any disease which is:

1. infectious and generally recognized as a public health hazard;
2. restricted or peculiar to a locality or region; and
3. not disease caused or aggravated by the conditions of your employment.

Employee

means anyone employed by the Named Insured including any voluntary worker. At your option, "employee" may include individuals who are independent contractors with whom you have a written contract in which you agree to provide them the benefits of "voluntary compensation."

Expatriate Employees

means that for "employees" of your workplaces to which this insurance applies and which are not excluded from the applicable "coverage territory" shown in the Declarations, this insurance applies from the moment you hire or assign such an "employee" to a workplace outside the home country or

country of residence of that "employee." If you agree with an "employee" whose home country or country of residence is other than that of the intended workplace, to grant benefits as though the "employee" had been hired or assigned while outside the country of intended workplace, this insurance will cover such benefits.

This insurance will cease to apply to such an "employee" when the "employee's" employment or assignment in such workplace ends; however this insurance shall continue to apply during the prompt return of the "employee" to the place from which assignment or employment commenced. If you are found legally liable under the provisions of the "workers compensation law" of any "state" other than that of the workplace for which you hired or to which you assigned such "employee," we will adjust and settle for you all sums which you become obligated to pay by reason of such law.

Primary

means insurance issued to respond prior to other insurance to claims or "suits" brought in the country in which such insurance was issued. "Primary" insurance may include insurance for claims or "suits" arising from "occurrences" which take place outside the country in which such insurance was issued.

State

means any nation or political sub-division which has a "workers compensation law" and includes the states of the United States of America (including its territories and possessions), the District of Columbia, and Puerto Rico.

State of hire

means the "state" in which you hire or from which you assign an "employee" for work at a workplace within another country or countries shown in the "coverage territory" to which this insurance applies.

Temporary Travel

means that for "employees" of your workplaces located in the United States of America (including its territories and possessions), and Puerto Rico, this insurance only applies to claims or suits arising from temporary travel on your business outside of the country of their workplace.

For "employees" of your workplaces to which this insurance applies and which are not excluded from the applicable "coverage territory" shown in the Declarations, this insurance also applies to claims or suits arising from temporary travel on your business in the United States of America (including its territories and possessions), and Puerto Rico.

If you are found legally liable under the provisions of the "workers compensation law" of the "state" of an "employee's" workplace for a claim or suit arising from temporary travel on your business outside the country of the "employee's" workplace, you may voluntarily submit such claim or suit to us and we will adjust and settle such claims or suits for all sums which you would become obligated to pay by reason of such law.

Voluntary compensation

means the medical, disability and other benefits prescribed by the "workers compensation law" of the "state" you choose when you make a claim. We will not pay the amount of any benefits which are denied an "employee" by reason of:

1. insolvency of another insurance company, "state" fund or self-insurance plan; or
2. your failure to comply with the requirements of any "state" that you maintain workers

compensation and employers liability insurance in that "state."

Workers compensation law

means the workers or workmen's compensation law and occupational disease law of any "state." It includes any amendments to that law which are in effect during the Policy Period. It does not include the provisions of any law that provide non-occupational disability benefits. For a "state" which has no comparable law, it means whatever are the customary benefits for medical care and loss of wages that would be provided to an injured worker whether provided by the employer or by the "state."



ace usa

Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 017

Effective: July 1, 2008

Policy Year From: July 1, 2008

To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ _____ Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR COVERAGE

This endorsement modifies insurance under the following:

EMPLOYERS RESPONSIBILITY COVERAGES FORMS

The War Exclusion under EXCLUSION - ALL COVERAGES is deleted, but subject to the following conditions:

A. The insurance provided under this endorsement applies only with respect to:

1. North Americans, meaning "employees" who are citizens or legal permanent residents of the United States (including its territories and possessions), Puerto Rico and;
2. Third Country Nationals, meaning "employees" who are not citizens of the country of their workplace and who are not described in 1 above.

B. TERRITORY

For the purpose of this endorsement only, the "Coverage Territory" is amended to read:
ANYWHERE IN THE WORLD but excludes:

1. The United States of America (including its territories or possessions), Puerto Rico and
2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America; and



ace usa

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT CLAIMS MADE COVERAGE

This endorsement modifies coverage provided by the Commercial General Liability Coverage Form.

INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

This insurance applies only if a claim for damages covered by this endorsement is first made against any insured during the Policy Period.

WHO IS AN INSURED

Section II - Who Is An Insured of your policy is modified to include employees under this endorsement only while authorized to act in the "administration" of your "employee benefits" programs.

EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

1. any dishonest, fraudulent, criminal or malicious act;
2. any "bodily injury," "personal injury," "advertising injury" or "property damage";
3. any claim for failure of performance of contract by any insurer;
4. any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
5. any failure of stock to perform as represented by you; or
6. any advice given by you to your employees to participate or not to participate in stock subscription plans;
7. any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 and amendments to the Act.

LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations for this endorsement and the rules below, fix the most we will pay regardless of the number of:

1. Insureds,
2. Claims made or "suits" brought, or

3. Persons or organizations making claims or bringing "Suits."

The annual aggregate limit is the most we will pay for the sum of all damages under this endorsement.

The each claim limit is the most we will pay for damages arising out of any one claim or "suit."

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SPECIAL DEDUCTIBLE

A Special Deductible in the amount of \$1,000 applies to each claim covered by this endorsement. We will subtract this amount from the amount of damages payable for each claim.

ADDITIONAL DEFINITIONS

The following additional definitions are added to Section V - Definitions:

Administration

means any of the following acts that you do or authorize a person to do:

1. Counseling employees on "employee benefits" programs;
2. Interpreting your "employee benefits" programs;
3. Handling records for your "employee benefits" programs; and
4. Effecting enrollment, termination or cancellation of employees under your "employee benefits" programs.

Employee benefits

means group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, savings plans, workers' compensation, unemployment insurance, social security and disability benefits insurance.



ace usa

Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 015

Effective: July 1, 2008

Policy Year From: July 1, 2008

To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: <input checked="checked" type="checkbox"/> Included	<input type="checkbox"/> \$ _____	Due When Coverage Begins:
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of this policy remain unchanged.



ace usa

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.